Item # .30	

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Satisfactions Of Second Mortgage - (5)			
DEPARTMENT: Planning & Development DIVISION: Community Reso	eurces EXT7384		
Agenda Date <u>02/24/2004</u> Regular ☐ Consent ☑ Work Session ☐ Public Hearing – 1:30 ☐ Public Hearing			
MOTION/RECOMMENDATION:			
Approve and authorize the Chairman to execute five Satisfactions of S for households assisted under the SHIP Program's Home Owner Program.			
BACKGROUND:			
On April 30, 1997 Seminole County assisted Natalie A. Lackner with down payment assistance in the amount of \$3,500.00 to purchase a home in Seminole County. The Second Note and Deed provided that this loan would be forgiven in full and a release would be granted by Seminole County if Natalie A. Lackner resided in the house for a ten year period. However, Natalie A. Lackner breached the mortgage agreement by applying to refinance her home prior to this ten year period. Pursuant to the terms of the mortgage, in the event of a default, current HUD loan forgiveness policies shall apply. The current HUD policy limits the loan forgiveness period to five years. Natalie A. Lackner did reside in the house for five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Natalie A. Lackner.			
On March 8, 1996 Seminole County assisted Beverly M. Thomas with assistance in the amount of \$9,200.00 to purchase a home in Seminole Second Note and Deed provided that this loan would be forgiven in full and a release would be granted by Seminole County if Beverly M. Thomas resided in the house for a five year period. Beverly M. Thomas has resided in her home for eight years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Beverly M. Thomas.			

On June 18, 1996 Seminole County assisted Debra Eason with down payment assistance in the amount of \$10,000.00 to purchase a home in Seminole County. The Second Note and Deed provided that this loan would be forgiven in full and a release would be granted by Seminole County if Debra Eason resided in the house for a thirty

year period. However, Debra Eason breached the mortgage agreement by applying to refinance her home prior to this thirty year period. Pursuant to the terms of the mortgage, in the event of a default, current HUD loan forgiveness policies shall apply. The current HUD policy limits the loan forgiveness period to five years. Debra Eason did reside in the house for five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Debra Eason.

On May 24, 1996 Seminole County assisted Denise Juan with down payment assistance in the amount of \$3,200.00 to purchase a home in Seminole County. The Second Note and Deed provided that this loan would be forgiven in full and a release would be granted by Seminole County if Denise Juan resided in the house for a thirty year period. However, Denise Juan breached the mortgage agreement by selling her home prior to this thirty year period. Pursuant to the terms of the mortgage, in the event of a default, current HUD loan forgiveness policies shall apply. The current HUD policy limits the loan forgiveness period to five years. Denise Juan did reside in the house for five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Denise Juan.

On July 30, 1999 Seminole County assisted Daniel L. & Rhonda K. Bowling with down payment assistance in the amount of \$3,500.00 to purchase a home in Seminole County. The unit was recently sold. At the closing, a check was issued to the County to satisfy the County's mortgage on the unit (see attached). Staff is now requesting the Board to approve and execute the attached Satisfaction of Second Mortgage on the unit to remove the now-satisfied lien.

This Instrument prepared by: Arnold W. Schneider, Esq. County Attorney's Office 1101 East First Street Sanford, Florida 32771

Please return it to: Community Development Office Seminole County Government 1101 East First Street Sanford, Fl 32771

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Second Mortgage (the "Mortgage") dated April 30, 1997, and recorded in Official Records Book 03235, Pages 1508 through and including 1511, Public Records of Seminole County, Florida, and a SHIP Second Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00) (the "Note"), dated April 30, 1997, and recorded in the Official Records Book 03235, Pages 1512 through and including 1514, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated April 23, 1997, recorded in Official Records Book 03235, pages 1515 through and including 1518, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 471 Lowndes Square, Casselberry, Florida 32707, the legal description and parcel identification for which are as follows:

Lot 5, Block C, CARRIAGE HILL UNIT 4, according to the Plat thereof as recorded in Plat Book 15, Page 59 of the Public Records of Seminole County, Florida

(Parcel Identification: 16-21-30-511-0C00-0050)

(the "Property,") were made by Natalie A. Lackner, a single person, the owner ("Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771.

WHEREAS, said Mortgage, Note and Agreement granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within ten (10) years of the date of the Mortgage and Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owner did maintain the Property as her residence for at least five (5) years from the date of the Mortgage, the Note and the Agreement, thus qualifying for forgiveness of the Mortgage and the Note under current United States Department of Housing and Urban Development ("HUD") policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage, Note and the Agreement;

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note and Agreement.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage and Note and every part thereof and all terms of the Agreement. Accordingly, Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Sem be executed this day of _	inole County has caused these presents to
ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
	Ву:
MARYANNE MORSE Clerk to the Board of	DARYL G. MCLAIN, Chairman
County Commissioners of Seminole County, Florida.	Date:
For the use and reliance of Seminole County only. Approved as to form and legal sufficiency.	As authorized for execution by the Board of County Commissioners at their regular Meeting of, 2004.
County Attorney	

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SomboleCounty Homosumership Assistance Program



Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the day of APRIL 1997 by and between that lie A. Lecturer and the political subdivision of the State of Florida, whose address is 1101 East Fire Street, Senford, Florida 32771, hereinafter referred to as the "Mortgagee." (Whenever used herein the terms of "Mortgager" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)	, a e	OFFICIAL DECK		
WITNESSETH, that for good and valuable consideration, and also in the second Mortgage Note of even date herewith (\$2,500,00), hereinafter described, the Mortgager hereby grants bargains, sells, aliens, premises, conveys and confirms unto the Mortgages ell the certain land of which the Mortgager is new selzed and in possession altuated in Seminole County, Floride, viz.:) ~~	RECORDS		
SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN				
TO HAVE AND TO MOLD THE SAME, together with the tenements, hereditements and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagos, in fee simple.	a			
AND the Mortgagor covenants with the Mortgagor that the Mortgagor is indefensibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land at aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagoe as may reasonably be required; that the Mortgagor hereby full warrants the like to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all engumbrances except:				
A valid purchase money First Mongage approved by Mongages.		,		
THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURBUANT TO SECTIONS 420,613(1) AND 198,186(1)(d), FLORIDA STATUTES	B9 181 -6 25 25 3	RECORDED & VERIFIED		
(DEFREMANDA VIPE)		14400		
Ti/syse				

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THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.813(1) AND 199.185(1)(d), FLORIDA STATUTES

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This	instrument	Was	prep	ared	by;	ڒ
event/man	THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER.	-			11	1
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- The sale, transfer or refinancing of the subject home and real property, within ten (10), twenty (20) or thirty (30) years (as applicable) of execution of this Note, by
- Leasing or renting of the property within ten (10), twenty (20) or thirty (30) years
 of the date of execution of the Note and Second Mortpage.
- 3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
- 4. Failure to pay applicable property taxes on subject property and improvements.
- Fallure to maintain adequate hazard insurance on subject property and improvements.
- Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
- 7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

OONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal belance evidenced herein and secured by an accompanying Second Mortgage of even date, and the antire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Morigage shall be subordinate to a First Morigage as approved by the County.

This Note is secured by a Morigage on real estate, or even date nerewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florids. The terms of said Morigage are by this reference made a

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ANY DEFAULT in any mortgage note, or lian of record, including, but not limited to the Second Morigage Note and the First Morigage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal or mortgage or lien foreclosure legal in proceeding shall be one basis authorizing the Mortgages to declare a default. In fire 13 event of foredlocure, the Mortgagee reserves the right of first refusal on the land is un

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagoe certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

7-3NN 0 . 1293 PP.

SEE EXHIBIT 'B' ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, elipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mongagor hereby further covenents and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Morigage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no weste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's feet and tille seurches, reasonably incurred or paid by the Mortgages because of the fallure of the Mortgagor to promptly and fully comply with the agreements, elipulations, conditions and covanents of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mongage, or either. In the event the Mortgagor falls to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or elitter, the Mortgages may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall beer interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florids.

if each and every one of the agreements, allpulations, conditions and covenants of seld note and this Second Mortgage, are not fully performed, compiled with and abided by, then the entire sum mentioned in said note, and this Second Morigage, or the entire belance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Fallure by the Mongages to exercise any of the rights or options herein provided shall not constitute a walver of any rights or options under said note or this Becond Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note stached hereto as Exhibit "B" no paymente shall be required on the Second Modgage as long as the land remains occupied by the Morigagor, and said land is not sold, leased, rented or subleased.



Each person liable hereon whether maker or enforcer, hereby walves persentment. protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage. Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit. in the event of foreclosure, County reserves the right of first refusal on the property. WHEREOF, the said Mongagor has hereunto signed and spaled____ esents the day and year first above written. Print Name; Natalie N. Tackner Print Name: Print Name: Print Name: STATE OF FLORIDA COUNTY OF SEMINOLE HEREBY CERTIFY that on this 30th day of APRIL before me, an officer duly authorized in the State eforesald and in the County eforesald to take acknowledgments, personally appeared NATALLE A LACKNER , who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced DONGERS WEED'S as identification and who did! did not take en calh, WITNESS my hand and official seal in the County sigh Name: Notary Public Serial Number Suby Related foold ing being Press, Bose of Pronds Subsequence (CC 313305 Feath, No. CC 313305 Commission Expires:

Commence of the Commence of th

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No. of the last of

Semiasle Couxty Hemospherskip: Assistance Program

EXHIBIT "B" SECOND MORTBAGE NOTE

AMOUNT: \$3,500:00

POR VALUE RECEIVED, the undereigned (jointly and severally, if more than offe) promises to pay Seminole County ("The County"), a political subdivision of the Sate of Florida, or order, the manner hereinafter specified, the sum of Florida, or order, the manner hereinafter specified, the sum of mirry Five harded and No/100ths (\$3,500.00). The said principal chall be to payable in lawful money of the United States of America to the County at 1101 East First Street, Senford Florida 32771 _, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of twenty (20) or thirty (30) years (If used in conjunction with FHA financing), beginning on the date of execution of this Note and accompanying Mongage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occure, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven (check one) x ten (10), twenty (20) or thirty (30) years (as applicable) after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, lessed, transferred or refinanced and remains owner-occupied for a period of at least ten (10), twenty (20) or thirty (30) years (as applicable) after execution of this Note.
- C. If the property is sold, lessed, transferred or refinanced prior to _x_ twenty (20) ____ thirty (30) years ofter the purchase, the full payment shall be due on sais, lease, transfer or refinancing leas any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT 'A' ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:



No.1293 FP. 8/13

The state of the s	rousence program		8	
Should the land remain owner-occup (oheck applicable)	I in conjunction with FH full and a release filed is aforementioned provision and the shall be immediately to the conference of the confer	Wenty (20) years of A financing), then this in the public records of n be violated, a defaulative and payable. THE UE ON SALE, LEASE CCURS LESS THAN OR THIRTY.	OFFICIAL RECORDS	the second of the second secon
This Mortgage shall be subordinate this land, subject to the notification and the subject to the notification and the subject to the notification and the subject to the su	to a valid purchase mo approval of Mortgages.			* * ***
IN WITNESS WHEREOF, the said these presents the day and year first about the print Name: Subject Cooper Coo	f Sastan		4/30/97	0 v 8 - designational filters above
Print Name:		•	v 1	
Print Name:		*		
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SeminoloCounty Homeownership Assistance Program



STATE OF FLORIDA COUNTY OF SEMINOLE

HEREBY CERTIFY that on this <u>Cot-</u> day of <u>APRIC</u> 1997 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared <u>NATALLE</u> A. CACLETA and who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced ORNERS WITHER as identification and who did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid. and who executed the foregoing instrument and who

Name:

Notary Públic Serial Number

Commission Expires:

EUDYE L. COLLING Natary Public, Brain of Flunds My comm., espined Let. 27. 1426 Comm., No. CC 136305

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BEMINOLE COUNTY HOME PROGRAM HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

Matalia A. Lackmer, a single woman Applicant(s):

Propeny Address: 471 Lowndon Square, Casdelberry, FL 32707

This Agreement is entered into this day of _ 19_ by and between Seminate County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Senford, Pioride, 32771 (Aprelhafter "COLINTY") and Natalia A. Laciumer, a single wimen

(hereinafier "HOMEBUYER").

WITNESSETH:

I. USB OF KOMB PUNDS

WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1990, as smended, through the U.S. Department of Housing and Urban Development (hereinafter "HUD"), to be expended in accordance with HOME Investment Parmerable Acts (42 U.S.C. 12701 of seq). as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Reform Act of 1994, and

WHEREAS; the COUNTY has agreed to use HOME funds to assist qualified homebuyers with downpayment, closing costs, and/or interest rate buy-down assistance through he subrecipient organization hereby known as Greater Seminain County Chamber of Commerce, requirements as set forth in 24 CPR Part 92 as amended or waived by HUD.

The property which is the subject of this Agreement shall remain affordable in accordance with COUNTY guidelines for a term as specified in a second mortgage note and deed which shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or dispuses of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a macried couple, the survivor dies.

3. RÉPAYMENTS

The COUNTY shall provide a Deferred Payment Loan in an amount up to \$3,500.00 the first of the following events occurs: (1) bettower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptey or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the barrower dies, or if a merried couple, the survivor dies.

4. Uniform administrative requirements

Not applicable as the HOMEBUYER is not a subrepiplent or state recipient,

5. PROJECT REQUIREMENT

The COUNTY and the HOMBBUYER agree to comply with HOME regulations as set forth in 24 CFR Part 92 Subpart P. as follows:

(a) The HOMEBUYER(s) have certified that the property shall be his/her/their principal residence and that, at the time of application and upproved, his/her/their annual incume does not exceed eighty percent (80%) of the median income for the area, as desormined by HUD, with adjustments for family size.

(b) The property is located within the geographical cress of Seminole County. Plorids and has an after redisbilitation or construction appraised value equal to or less than whety-five percent (01%) (90% when used with SHIP huses) of the median sales price of the area. The COUNTY through, Reminols County Charaber of Communes, has reviewed the hugsehold income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for Andleg. The HOMEBUYER shall maintain the property, including payment of property texes and homeowners insurance, during the term of affordability.

Po:\manue|\homspan

4/22/97

6. HOUSING AND QUALITY STANDARDS

The property at the time of Initial occupancy by the HOMEBUYER shall meat Section 8 Housing Quality Standards (HQS) and the local building codes and regulations of the COUNTY. The COUNTY has impected the property and has determined the project eligible for funding.

7. OTHER PROGRAM REQUIREMENTS

The Homeowner shall comply with all applicable Federal laws and regulations as described in KUD guidelines at 24 CFR Part 92 Subpart H. The regulations are provided below. Applicable regulations are

- - Not Applicable (activity funded is downpayment, closing cost or interest rate buy-down estimance on a newly constructed unit; therefore no displacement, relocation and acquisition occurred pursuant to Federal rules).
 - El Applicable (Activity is downpayment, closing cost or interest rate buy down assistance for the purchase of an existing unit. Appropriate notices have been insued. Certification has been provided/executed crouring that property was not occupied by a tenant and that the owner has been voluntarily displaced by choice.
- d) Lend paint
 - M Applicable (flome built prior to 1978. Lead-based paint notice has been provided and unit evaluated for lead-based paint existence.)
 - Not Applicable (Unit built during or after 1978.)
- e) Conflict of Interest no conflict found
- f) Disbarmont and suspension not applicable
- g) Plood Insurance
- h) Brecutive Order 12372 not applicable.

Applemative Marketing

Not applicable due to the nature of the activity (HOMEBUYER program).

9. CONDITIONS POR RELIGIOUS ORGANIZATION

Not applicable due to the nature of the activity (HOMEBUYER program).

10. REQUESTS FOR DISBURSEMENT OF PUNDS

The HOMEBUYER agrees that the funds shall only be used to substitute a private loss to lower the borrows's monthly housing costs (Principal, Interest, Taxes end Insurance (PiTi)) and to pay closing costs and part of the downpayment amount, if necessary. The HOME funds shall be disbursed by the COUNTY at the time of loss closing.

Should rebabilistion be included in the HOMB activation, the HOMESUYER agrees that any work performed by a contractor in accordance with this Agreement shall be performed guarates to a written contract in the form required by the COUNTY. Further, the unit shall be inspected by the COUNTY for compliance with COUNTY housing and other local codes and regulations.

Ownership subjetence funds shall not be disbursed prior to completion of work and acceptance of the same by the COUNTY.

I. REVERSION OF ASSETS

Not applicable as the homeowner is not a subresipient.

RECORDS AND RUPORTS

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3235 1516 SEMINOLE CO. FL

OCT-25-1995 15:35

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The COUNTY and HOMEBUYER shall complete all reports and maintain decumentation, as applicable in accordance with 24 CFR Part 92 and Florida Statutes for a period of three (8) years from the end of the effentebility term.

ENTORCEMENT OF THE AGREEMENT

The leas shall be evidenced by a Frontissery Note and socialed by a Mortgage on the property. Feiture by the HOMEBUYER to comply with the terms of this Agreement and the loan documents shall be completed a defect and appropriate legal action taken.

DURATION OF THE AGREEMENT

This Agreement shell be in effect until the first of the following events occurs: (1) betrowerself of transfers of the estated will by, including but not limited to. esto, transfer, sentuningly for forelosses); (2) the betrow no longer excludes the unit as his principal readlence; or (3) the between diet, or if a married couple, the surviver dies, or for a period of the ten (10) themy (20) of the between (10) years, as applicable.

6. OTHER PROVISIONS

Notifier party hereto small descriminate egainst any person or group of persons on account of each. Sex, creed, color or national origin in the performance or late Agreement.

Nothing certained in this Agreement, or any est of the COUNTY or the HOMEBUYER shall be deemed or centrated by any of the parties fractio, or third persons to create any relationship or third particlesty, principal or speak, limited or general permansisp, foint vanture or any association or relationship involving the COUNTY.

WITNESSES WITNESSES Elains L. Wilkarson	Gary E. Kaiser, Date: 4/28/87 HOMEBUYER Date: APR 22 1997 Nata	County Manager
ETATE OF FLORIDA, COUNTY OF SENITIVE (C)		
Hen Name County and Brate Afronness Ay commission and for the County and Brate Afronness Ay commission and Brate Afronness Ay comm	se Meralifeation, foliations of a constant of the constant of	a er who has
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EXHIBIT "A"
LEGAL DESCRIPTION

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Seminole County Seminole County Property Appraiser Property App							
Owner: LA Address: 47 City,State,ZipCode: CA Property Address: 47 Subdivision Name: CA	1 LOWNDES SQ SSELBERRY FL 32707 1 LOWNDES SQ CASSELBE	ptions: 00-HOME	1	Nu Depre Depre La	Value Method: Value Method: Imber of Buildings: eciated Bldg Value: ciated EXFT Value: and Value (Market): Land Value Ag: Just/Market Value: essed Value (SOH): Exempt Value:	Market 1 \$70,290 \$714 \$14,000 \$0 \$85,004 \$76,264 \$25,000	
WARRANTY [QUIT CLAIM [WARRANTY [WARRANTY [SALES Date Book Page DEED 04/1997 03235 1498 DEED 07/1993 02640 0430 DEED 03/1986 01734 0249 DEED 09/1982 01414 1943 DEED 06/1979 01230 1915 Comparable Sales within this 3	\$77,500 Improved \$76,000 Improved \$100 Improved \$63,000 Improved \$47,000 Improved	and the second s		3 VALUE SUMM Tax Value(without S 2003 Tax Bill Am Savings Due To 2003 Taxable V DE NON-AD VALOR	SOH): ount: SOH: /alue:	\$1,175 \$959 \$216 \$49,477 SMENTS
	LAND I Frontage Depth Land Uni	its Unit Price Lan	d Value \$14,000		, DESCRIPTION CARRIAGE HILL UN		PG 59
BUILDING INFORMATION Bid Num Bid Type Year Bit Fixtures Gross SF Heated SF Ext Wall Bid Value Est. Cost New 1 SINGLE FAMILY 1970 6 1,892 1,243 CONC BLOCK \$70,290 \$83,183 Appendage / Sqft OPEN PORCH FINISHED / 105 Appendage / Sqft GARAGE FINISHED / 544 EXTRA FEATURE Description Year Bit Units EXFT Value Est. Cost New							
NOTE: Assessed values she	ALUM SCREEN PORC own are NOT certified values d a homesteaded property you	and therefore are s	ubject to chang	e before being finaliz	61,785 ed for ad valorem ta. value.	x purposes.	
i ir you recently purchased	i a nomesteaded property you	er richt your a propo	,				anno manamananala.

BACK PROPERTY APPRAISER CONTACT FOME PAGE

This Instrument prepared by: Arnold W. Schneider, Esq. County Attorney's Office 1101 East First Street Sanford, Florida 32771

Please return it to: Community Development Office Seminole County Government 1101 East First Street Sanford, FI 32771

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Second Mortgage (the "Mortgage") dated March 8, 1996, and recorded in Official Records Book 03047, Pages 1322 through and including 1326, Public Records of Seminole County, Florida, and a SHIP Second Mortgage Deferred Payment Promissory Note in the amount of NINE THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$9,200.00) (the "Note"), dated March 8, 1996, and recorded in the Official Records Book 03047, Pages 1327 through and including 1329, Public Records of Seminole County, Florida which encumbered the property located at 808 South Scott Avenue, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

Lot 34, MAYFAIR SECTION FIRST ADDITION, according to the Plat thereof as recorded in Plat Book 13, Page 69 of the Public Records of Seminole County, Florida

(Parcel Identification: 30-19-31-527-0000-0340)

(the "Property,") were made by Beverly M. Thomas, a single person, the owner ("Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771.

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within five (5) years of the date of the Mortgage and Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owner did maintain the Property as her residence for at least five (5) years from the date of the Mortgage and the Note thus qualifying for forgiveness of the Mortgage and the Note under current United States Department of Housing and Urban Development ("HUD") policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note;

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage and Note.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage and Note and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

	Seminole County has caused these presents to of, 2004.	O
ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA	
	By:	
MARYANNE MORSE Clerk to the Board of	DARYL G. MCLAIN, Chairman	
County Commissioners of Seminole County, Florida.	Date:	
For the use and reliance of Seminole County only. Approved as to form and legal sufficiency.	As authorized for execution by the Board of County Commissioners at their regular Meeting of, 2004.	
County Attorney		

P:\Users\CAAS01\Affordable Housing\Satisfaction of Mtg - dwnpymnt assist forgive - no pymnt.doc

Return to: Realty Title, Inc. 1950 Lee Road, Suite 209 Winter Park, Florida 32789

Seminole County Homeownerskip Assistance Program





Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the a day of March 199 6 by and between Bever Iv M Thomas, a hereinafter referred to the "Mortgagor" and Seminole	singi pers	e .on
County, a political subdivision of the State of Florida, whose address is 1101 East First	ين	2008 2120
Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee." (Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of the term. "notes herein and the successors are designs of the term."		KOIAL REC
corporations; and the term "note" include in all the notes herein described if more than one exists.)	1322	CORDS

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$ 9,200,00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premisis, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now selzed and in possession situated in Seminole County, Florida, viz:

SEE EXHIBIT "A" ATT'ACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:
Ron H. Rabun
Seminole County, Florida
1101 East Pirst St.
Sanford, Florida 32771

RECORDED & YEAR ALE 95 MAR 20 PH 2: 97

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(CRINADURADINA) 51

Description: Seminole,FL Document-Book.Page 3047.1322 Page: 1 of 8 Order: TERI-111 Comment:

Seminole County Homeownership Assistance Program



ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one básis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hareby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either, to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and tille searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and coverants of said note and this Second Mortgage, or either, to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "8" no payments shall be required on the Second Mortgage as long as the land remains

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Seminole County Homeosmership Assistance Program



occupied by the Mortgagor, and said land is not sold, leased, rented or subleased. Should the land remain owner-occupied and not be rented, leased or subleased for (check applicable) X five (5) years, twenty (20) years or thirty (30) years (if used in conjunction with FHA financing), then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS LESS THAN X TWENTY (20) YEARS OR _____ THIRTY (50) YEARS AFTER YEARS, __ EXECUTION OF THIS INSTRUMENT. Mortgagor shall repay the loan amount of) to Mortgagee in full, less any dollars (\$ forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default. This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgagee. IN WITNESS WHEREOF, the said Mongagor has hereunto signed and sealed these presents the day and year first above written. Print Name: Beverly M. Thomas Print Name: Patricia Print Name: Brooke A. Newton Print Name: _ 808 S. Scott Street Sanford, FL 32771 Print Name:_ Print Name: _

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THERE MANNER . "



STATE OF FLORIDA COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 8 day of March 199 6 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared ReverIv M. Thomas and who excured the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced driver license as identification and who did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

Name:

Notary Public

Serial Number Commission Expires: OFFICIAL NOTARY SEAL BROOKE A NEWTON NOTARY PUBLIC STATE OF FLORIDA COMMISSION NO. CC127522 MY COMMISSION EXP. DEC. 19,1998

> BOOK PAGE 3047 132:

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Description: Seminole,FL Document-Book.Page 3047.1322 Page: 4 of 8

Order: TERI-111 Comment:

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Seminale County Homeownership Assistance Program



EXHIBIT "A"

LEGAL DESCRIPTION

Lot 34, Mayfair Section First Addition, according to the plat thereof as recorded in Plat Book 13, Page 69, of the Public Records of Seminole County, Florida.

SEMMOLE CO. FL.

Prepared by: Elaine L. Barlow/S.H.I.P./HOME Downpayment Assistance Coord. c/o Greater Seminole County Chamber of Commerce 4590 South Highway 17-92 Casselberry, FL 32707

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, Description: Seminole,FL Document-Book.Page 3047.1322 Page: 5 of 8

Order: TERI-111 Comment:

P.07/09



Seminole County Homeownership Assistance Program

EXHIBIT "B" SECOND MORTGAGE NOTE

	AMOUNT: 39,200.00
N	FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one promises to pay Seminole County ("The County"), a political subdivision of the Sate Florida, or order, the manner hereinafter specified, the sum of inety Two Hundred & 00/100(\$ 9,200.00). The said principal shall payable in lawful money of the United States of America to the Countyman 1101 East First Street Sanford, Florida 32771 or at such a place as not hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of twenty (20) or thirty (50) years (If used in conjunction with FHA financing), beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner.
	A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
	B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven (check one) X five (5), twenty (20) or thirty (30) years (as applicable) after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least five (5), twenty (20) or thirty (30) years (as applicable) after execution of this Note.
	C. If the property is sold, leased, transferred or refinanced prior to
	This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.
	SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN
	DEFAULT
	The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:
	BY
	(стишинт) 56

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Somisels County Homeographic Assistance Program

TITLE CORP



THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by: Ron H. Rabun Seminole County, Florida 1101 East First Street Santord, Florida 32771

- 1. The sale, transfer or refinancing of the subject home and real property, within five (5), twenty (20) or thirty (30) years (as applicable) of execution of this Note, by maker or maker's successors.
- 2. Leasing or renting of the property within five (5), twenty (20) or thirty (30) years of the date of execution of the Note and Second Mortgage.
- 3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
- 4. Failure to pay applicable property taxes on subject property and improvements. ಟ್ರ
- 5. Fallure to maintain adequate hazard insurance on subject property and improvements.
- 6. Failure to comply with the terms and conditions of the accompanying Sacond Mortgage Dead of even date.
- 7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recepture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

P.01/01

Sominole County Homeownership Assistance Program



Each person liable hereon whether maker or enforcer, hereby waives persentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

in the event of foreclosure, County reserves the right of first refusal on the property.

,	IN WITNESS WHEREOF, the said these presents the day and year first about the second se	Print Name: Beverly M Print Name: Beverly M Print Name: 3277 808 S. Scott Street Sanford, FL 3277 8 day of March 1000	County aforesaid or parsonally known	OFFICIAL RECORDS BOOK PAGE
H.I.P./HOM fole County fay 17-92	COUNTY OF SEMINOLE I HEREBY CERTIFY that on this perfore me, an officer duly authorized in to take acknowledgments, personally and acknowledge before me that he/she/the to me or have produced driver 11. did not take an oath. WITNESS my hand and official seal	appeared Bever IV M. The speared Bever IV M. The speared the foregoing instance as identification in the County and State last at Name: Notary Public Serial Number	199 60 County aforesaldo nomas strument and who personally known ition and who did/	AC

Description: Seminole,FL Document-Book.Page 3047.1322 Page: 8 of 8 Order: TERI-111 Comment:

WARRANTY DEED 03/1996 03047 1315 \$54,000 Improved WARRANTY DEED 12/1988 02025 1706 \$49,000 Improved Find Comparable Sales within this Subdivision LAND Land Assess Method Frontage Depth Land Units Unit Price Land Value FRONT FOOT & DEPTH 100 139 .000 150.00 \$14,700 BUILDING INFORMATION BId Num Bld Type Year Blt Fixtures Gross SF Heated SF Ext Wall Bld Value Est. Cost New	PARCEL DETAIL	REALISTATE PERSONAL PROP. TAX I	ou sales seasen < Back > >
GENERAL Parcel Id: 30-19-31-527-0000-0340 Tax District: S1-SANFORD Owner: THOMAS BEVERLY M Exemptions: 00-HOMESTEAD Address: 808 S SCOTT AVE City,State,ZipCode: SANFORD FL 32771 Property Address: 808 S COTT AVE SANFORD 32771 Subdivision Name: MAYFAIR SEC 1ST ADD Dor: 01-SINGLE FAMILY SALES SALES SALES SALES SALES Walle Method: Market Number of Buildings: 1 Depreciated Bldg Value: \$46,046 Depreciated EXFT Value: \$0 Land Value Ag: \$0 Land Value Ag: \$0 Land Value Ag: \$0 Land Value Ag: \$0 Land Value (Market): \$14,700 Land Value Both Value: \$25,000 Taxable Value: \$25,000 Taxable Value: \$25,000 Taxable Value: \$25,000 Taxable Value: \$29,648 2003 VALUE SUMMARY Tax Value(without SOH): \$75 2003 Tax abil Amount: \$59 2003 Taxable Value: \$28,365 2003 Taxable Value: \$28,365 DOES NOT INCLUDE NON-AD VALOREM ASSESSMENT LAND LAND LAND LAND LAND LAND LAND LAN	Property Appraiser Ervices 1101 E. First St. Saniard F1, 32771	X	36
Deed Date Book Page Amount Vac/Imp WARRANTY DEED 03/1996 03047 1315 \$54,000 Improved WARRANTY DEED 12/1988 02025 1706 \$49,000 Improved Find Comparable Sales within this Subdivision LAND Land Assess Method Frontage Depth Land Units Unit Price Land Value FRONT FOOT & DEPTH 100 139 .000 150.00 \$14,700 BUILDING INFORMATION BId Num BId Type Year BIt Fixtures Gross SF Heated SF Ext Wall BId Value Est. Cost New	Owner: Address: City,State,ZipCode: Property Address: Subdivision Name:	30-19-31-527-0000-0340 Tax District: S1-SANFORD THOMAS BEVERLY M Exemptions: 00-HOMESTEAD 808 S SCOTT AVE SANFORD FL 32771 808 SCOTT AVE SANFORD 32771 MAYFAIR SEC 1ST ADD	Value Method: Market Number of Buildings: 1 Depreciated Bldg Value: \$46,046 Depreciated EXFT Value: \$0 Land Value (Market): \$14,700 Land Value Ag: \$0 Just/Market Value: \$60,746 Assessed Value (SOH): \$54,648 Exempt Value: \$25,000
Land Assess Method Frontage Depth Land Units Unit Price Land Value FRONT FOOT & DEPTH 100 139 .000 150.00 \$14,700 BUILDING INFORMATION BId Num BId Type Year Bit Fixtures Gross SF Heated SF Ext Wall Bid Value Est. Cost New	WARRANTY WARRANTY	Date Book Page Amount Vac/Imp DEED 03/1996 03047 1315 \$54,000 Improved DEED 12/1988 02025 1706 \$49,000 Improved	Tax Value(without SOH): \$754 2003 Tax Bill Amount: \$592 Savings Due To SOH: \$162
Bid Num Bid Type Year Bit Fixtures Gross SF Heated SF Ext Wall Bid Value Est. Cost New		d Frontage Depth Land Units Unit Price Land Value	
		BUILDING INFORMA	TION
Appendage / Sqft OPEN PORCH UNFINISHED / 70 Appendage / Sqft OPEN PORCH FINISHED / 100 Appendage / Sqft CARPORT FINISHED / 252 Appendage / Sqft UTILITY FINISHED / 108 NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.	. 1	SINGLE FAMILY 1972 5 1,530 1,6 Appendage / Sqft OPEN PORCH UNFINISHED / Appendage / Sqft CARPORT FINISHED / 252 Appendage / Sqft UTILITY FINISHED / 108	000 CONC BLOCK \$46,046 \$53,542 0 / 70 00

This Instrument prepared by: Arnold W. Schneider, Esq. County Attorney's Office 1101 East First Street Sanford, Florida 32771

Please return it to: Community Development Office Seminole County Government 1101 East First Street Sanford, Fl 32771

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Second Mortgage (the "Mortgage") dated June 18, 1996, and recorded in Official Records Book 03093, Pages 0448 through and including 0452, Public Records of Seminole County, Florida, and a SHIP Second Mortgage Deferred Payment Promissory Note in the amount of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) (the "Note"), dated June 18, 1996, and recorded in the Official Records Book 03093, Pages 0453 through and including 0455, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated May 7, 1996, recorded in Official Records Book 03093, pages 0456 through and including 0458, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 2412 Willow Avenue, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

Lot 45 and the north 1/2 of Lot 47, SANFO PARK, according to the Plat thereof as recorded in Plat Book 5, Page 62 of the Public Records of Seminole County, Florida

(Parcel Identification: 31-19-31-520-0000-0450)

(the "Property,") were made by Debra Eason, a single person, the owner ("Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771.

WHEREAS, said Mortgage, Note and Agreement granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within thirty (30) years of the date of the Mortgage and Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owner has refinanced her house within the thirty (30) year period but did maintain the Property as her residence for at least five (5) years from the date of the Mortgage, the Note and the Agreement, thus qualifying for forgiveness of the Mortgage and the Note under current United States Department of Housing and Urban Development ("HUD") policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage, Note and the Agreement;

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note and Agreement.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage and Note and every part thereof and all terms of the Agreement and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, So be executed this day of	eminole County has caused these presents to
ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
	By:
MARYANNE MORSE	DARYL G. MCLAIN, Chairman
Clerk to the Board of	
County Commissioners of Seminole County, Florida.	Date:
For the use and reliance of Seminole County only. Approved as to form and legal sufficiency.	As authorized for execution by the Board of County Commissioners at their regular Meeting of, 2004.
County Attorney	

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456,00

MARYANNE MORSE CLERK OF CIRCUIT COURT

SEMINOLE COUNTY, FL. RECORDED & VERIFIED

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96 JUN 27 AM 10: 52





Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered in	nto	tha	
18th day of June 1996 by and between Debra Eason,	A c	uic inal	
one mereinatter reterred to the "Mortagaer" and C.	C. 0000 i	-1	3
County, a political subdivision of the State of Florida, whose address is 1101 Ea	2111111	ole I	er.son
Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."	ist Fi	rsd	
officer, octations, include 32771, hereinalter referred to as the "Mortgagee."	3		BOOK
Whomework and bearing the		0	97
(Whenever used herein the terms of "Mortgagor" and "Mortgagee"	JONIN 3	W	~2
include all parties to this instrument, the heirs legal representatives	2		2
and assigns of individuals and the successors and assigns of	m		
corporations; and the term "note" include in all the notes herein	S	(REC
described if more than one exists.)		-	28
one charactery	71	-Com-	90
WITNESSETH About for the first the f		\sim	ma

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$10,000.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagoe that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.



THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by and Return To:
Elaine L. Barlow, SHIP Program Coor.
Seminole County Chamber of Commerce
4590 South Highway 17-92
Casselberry, Fl 32707

(C FMMANUALINTRO)

3/12/96



ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the tain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETC AND INCORPORATED HEREIN certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

SeminaleCounty Homeownership Assistance Program



check applicable) X thirty (30) years (if used in a Second Mortgage shall be forgiven in full a Seminole County, Florida. Should this afor shall be declared, and the entire amount structure amount of THE SECOND MORTGIF THE SALE, LEASE, TRANSFER OR TEN (10) YEARS, TWISTON OF THIS (30) YEARS AFTER EXECUTION OF THIS loan amount of Ten Thousand and 00/100—full, less any available forgiveness as profederal regulations in effect at the time of declared regulations.	THE GAGE SHALL BE DUE ON SALE, LEASE, REFINANCING OCCURS LESS THAN ENTY (20) YEARS OR X THIRTY INSTRUMENT. Mortgagor shall repay the covided in the recapture provisions of the fault.	OFFICIAL F
	rtgagor has hereunto signed and sealed	IAL RECORDS
Print Name: MARK WRIGHT	Print Name: Debra Eason	
Susie Smith	2412 WILLOW AVENUE SANFORD, FLORIDA 32771	
Print Name: SUSIE SMITH	Print Name:	
Print Name:		
Print Name:		

(C FNWANUALIINTRO)

3/26/96

Seminole County Homeownership Assistance Program



STATE OF FLORIDA COUNTY OF SEMINOLE

HEREBY CERTIFY that on this 18th day of JUNE , 1996 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared DEBRA EASON, A SINGLE PERSON and N/A , who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced A DRIVERS LICENSE as identification and who did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

Name: MARK WRIGHT

Notary Public

Serial Number CC 439144 Commission Expires: 3/2/99

MANK WINGHT
MY COMMISSION & CCASP144 EXPITES
MAICH 2, 1869
CONDED THRU TROY FAM INSURANCE, INC.

BOOK PAGE



EXHIBIT "A"

LEGAL DESCRIPTION

LOT 45 AND THE NORTH 1/2 OF LOT 47. SANFO PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 62, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

3093 0452

KAMPF TITLE & GUARANTY CORP. O. BOX 1359, 200 W. FIRST STREET SANFORD, FLORIDA 32771

(C.FMMANUALUNTRO)

3/12/96

Seminele County Homeownership Assistance Program



EXHIBIT "B" SECOND MORTGAGE NOTE

AMOUNT: \$10,000.00
FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the Sate of Florida, or order, the manner hereinafter specified, the sum of Ten Thousand Dollars and 00/100(\$ 10,000.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street, Sanford, Florida 32771 , or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This years (if used in conjunction with FHA financing), beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:
A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be and payable in full.
B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven (check one) ten (10), twenty (20) or X_ thirty (30) years (as applicable) after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10), twenty (20) or thirty (30) years (as applicable) after execution of this Note.
C. If the property is sold, leased, transferred or refinanced prior toten(10) twenty (20)X thirty (30) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.
This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.
SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN
DEFAULT
The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:
(C FAMMAGUALUNTRO)
3/12/96

BOOK RECORDS



THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by and Return To:

Elaine L. Barlow, SHIP Program Coor.
Seminole County Chamber of Commerce
4590 South Highway 17-92
Casselberry, Fl 32707

- 1. The sale, transfer or refinancing of the subject home and real property, within ten (10), twenty (20) or thirty (30) years (as applicable) of execution of this Note, by maker or maker's successors.
- 2. Leasing or renting of the property within ten (10), twenty (20) or thirty (30) years of the date of execution of the Note and Second Mortgage.
- 3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
- 4. Failure to pay applicable property taxes on subject property and improvemen
- 5. Failure to maintain adequate hazard insurance on subject property improvements.
- 6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
- 7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

OFFICIAL RECORDS

Seminole County Homeownership Assistance Program



Each person liable hereon whether maker or enforcer, hereby waives persentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the satthese presents the day and year first a wright which was sattle to the satthese presents the day and year first a wright which was a wright with the satthese presents the	aid Mortgagor has hereunto signed and above written. Print Name: Debra Pason	sealed	
Print Name: <u>susik smith</u>	Print Name:	300	
Print Name:		:	KCIAL REC
Print Name:	·	: 55	PAGE
STATE OF FLORIDA COUNTY OF SEMINOLE			
to take acknowledgments, personally and N/A , wacknowledge before me that he/she/the		esaid SON who sown	
WITNESS my hand and official seal	Control Vulline CC 439144 W W COMMISSIO		4 Expires
(C.FMMANUALUNTRO)	Voice of Inequality	W FAIH HISTORY	UKE, INC.

SEMINOLE COUNTY HOME PROGRAM HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

Applicant(s): Debra Eason

Property Address: 2412 Willow Ave

Sanford, F1 32771

This Agreement is entered into this 7th day of May 1996 by and between 5 Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida, 32771 (hereinafter "COUNTY") and Debra Eason (hereinafter "HOMEBUYER").

WITNESSETH:

1. USE OF HOME FUNDS

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WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1990, as amended, through the U.S. Department of Housing and Urban Development (hereinafter "HUD"), to be expended in accordance with HOME Investment Partnership Acts (42 U.S.C. 12701 et seq), as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Reform Act of 1994; and

WHEREAS, the COUNTY has agreed to use HOME funds to assist qualified homebuyers with downpayment, closing costs, and/or interest rate buy-down assistance through its subrecipient organization hereby known as <u>Greater Seminole County Chamber of Commerce</u> and meet the requirements as set forth in 24 CFR Part 92 as amended or waived by HUD.

2. AFFORDABILITY

The property which is the subject of this Agreement shall remain affordable in accordance with COUNTY guidelines for a term as specified in a second mortgage note and deed which shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies

3. REPAYMENTS

The COUNTY shall provide a Deferred Payment Loan in an amount up to \$\frac{10,000.00}{0.00}\$ at 0% until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS

Not applicable as the HOMEBUYER is not a subrecipient or state recipient.

5. PROJECT REQUIREMENT

The COUNTY and the HOMEBUYER agree to comply with HOME regulations as set forth in 24 CFR Part 92 Subpart F, as follows:

- (a) The HOMEBUYER(s) have certified that the property shall be his/her/their principal residence and that, at the time of application and approval, his/her/their annual income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD, with adjustments for family size.
- (b) The property is located within the geographical areas of Seminole County, Florida and has an after rehabilitation or construction appraised value equal to or less than ninety-five percent (95%) (90% when used with SHIP funds) of the median sales price of the area. The COUNTY through, Greater Seminole County Chamber of Commerce, has reviewed the household income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for funding.

The HOMEBUYER shall maintain the property, including payment of property taxes and homeowners insurance, during the term of affordability.

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RFP232

3/26/96

The HOMEBUYER shall maintain the property, including payment of property taxes and homeowners insurance, during the term of affordability.

6. HOUSING AND QUALITY STANDARDS

The property at the time of initial occupancy by the HOMEBUYER shall meet Section 5 Housing Quality Standards (HQS) and the local building codes and regulations of the COUNTY. The COUNTY has inspected the property and has determined the project eligible for funding.

7. OTHER PROGRAM REQUIREMENTS

The Homeowner shall comply with all applicable Federal laws and regulations as described in HUD guidelines at 24 CFR Part 92 Subpart H. The regulations are provided below. Applicable regulations are so noted.

)	Equal opportunity and fair housing	393	
)	Displacement, relocation and acquisition		20
	Not Applicable (ectivity funded is downpayment, closing cost or interest rate buy-down assistance on a newly constructed unit; therefore no displacement, relocation and acquisition occurred pursuant to Federal rules).	0 0 0 0	FCOROS
	Applicable (Activity is downpayment, closing cost or interest rate buy-down assistance for		

d) Lead paint

8

Applicable (Home built prior to 1976. Lead-based paint notice has been provided and unit evaluated for lead-based paint existence.)

the purchase of an existing unit. Appropriate notices have been issued. Certification has been provided/executed ensuring that property was not occupied by a tenant and that the owner has

G Not Applicable (Unit built during or after 1978.)

- e) Conflict of Interest no conflict found
- Disbarment and suspension not applicable

been voluntarily displaced by choice.

- g) Flood Insurance
- h) Executive Order 12372 not applicable.
- 8. AFFIRMATIVE MARKETING

Not applicable due to the nature of the activity (HOMEBUYER program).

9. CONDITIONS FOR RELIGIOUS ORGANIZATION

Not applicable due to the nature of the activity (HOMEBUYER program).

10. REQUESTS FOR DISBURSEMENT OF FUNDS

The HOMEBUYER agrees that the funds shall only be used to subsidize a private loan to lower the borrower's monthly housing costs (Principal, Interest, Taxes and Insurance (PITI)) and to pay closing costs and part of the downpayment amount, if necessary. The HOME funds shall be disbursed by the COUNTY at the time of loan closing.

Should rehabilitation be included in the HOME assistance, the HOMEBUYER agrees that any work performed by a contractor in accordance with this Agreement shall be performed pursuant to a written contract in the form required by the COUNTY. Further, the unit shall be inspected by the COUNTY for compliance with COUNTY housing and other local codes and regulations.

Ownership assistance funds shall not be disbursed prior to completion of work and acceptance of the same by the COUNTY.

1. REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

2. RECORDS AND REPORTS

The COUNTY and HOMEBUYER shall complete all reports and maintain documentation, as applicable in accordance with 24 CFR Part 92 and Florida Statutes for a period of three (3) years from the end of the affordability term.

3. ENFORCEMENT OF THE AGREEMENT

The loan shall be evidenced by a Promissory Note and secured by a Mortgage on the property. Failure by the HOMEBUYER to comply with the terms of this Agreement and the loan documents shall be considered a default and appropriate legal action taken.

4. DURATION OF THE AGREEMENT

This Agreement shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankrupicy or foreclosure); (2) the borrow no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies, or for a period of ____ten(1-0-)___ twenty (20) or ____thirty (30) years, as applicable.

5. OTHER PROVISIONS

WITNESS

Neither party hereto shall discriminate against any person or group of persons on account of race, sex, creed, color or national origin in the performance of this Agreement.

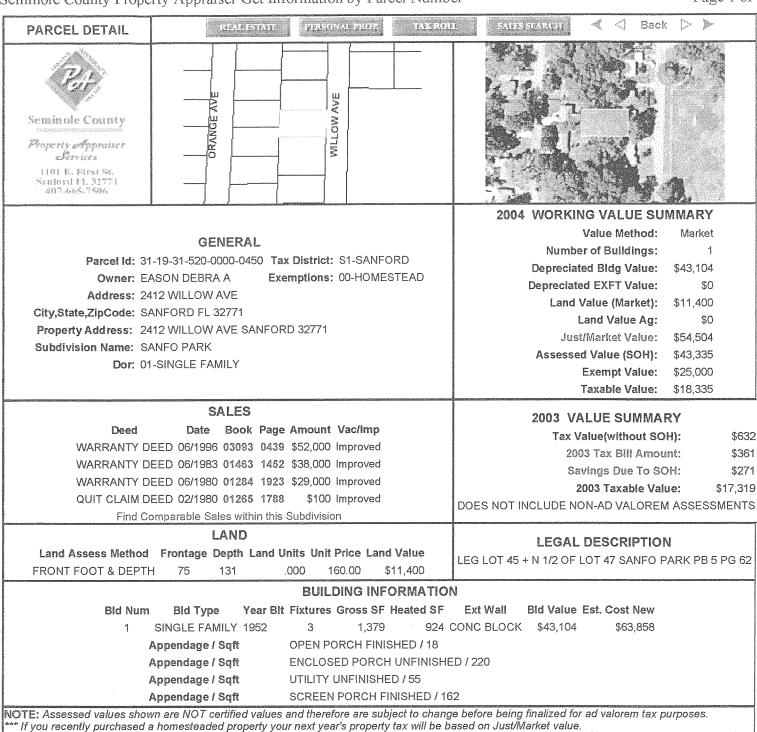
Nothing contained in this Agreement; of any act of the COUNTY or the HOMEBUYER shall be deemed or construed by any of the parties hereto, or third persons to create any relationship of third party beneficiary, principal or agent, limited or general partnership, joint venture or any association or relationship involving the COUNTY.

May lew Markers	SEMINOLE COUNTY, FLORIDA	
MARY FERY MANTARIS	to B. tal	
WITNESSES.	RON H. RABUN, County Manager	embookida
Mystered & Toles	Date: 6/5/96	
CHRISTING JAPROFS	HOMEBUYER	
ELZABETH ERLER	A 1 1 8	
\mathcal{I}	DEBRA A. EASON	an-municos
	Date: 5/7/96	-
STATE OF FLORIDA)	į	
COUNTY OF SEMINOLE)		
The foregoing instrument was acknowledged	before me this 7th day of May	milijaniyana ¹
produced Druces weeks	, who is personally known to me or who h	ıas
p.000004	management and of the orthogothers.	
6080 CC		
ELIZABETH E. ERLER		
Print Name	THE THE PERSON AS FOR	
Notary Public in and for the County and State Aforer	mentioned.	_
My commission expires: 1999	mentioned.	5

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5/22/95

62



BACK PROPERTY APPRAISER OCONTACT

This Instrument prepared by: Arnold W. Schneider, Esq. County Attorney's Office 1101 East First Street Sanford, Florida 32771

Please return it to: Community Development Office Seminole County Government 1101 East First Street Sanford, Fl 32771

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Second Mortgage (the "Mortgage") dated May 24, 1996, and recorded in Official Records Book 03087, Pages 1598 through and including 1602, Public Records of Seminole County, Florida, and a SHIP Second Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$3,200.00) (the "Note"), dated May 24, 1996, and recorded in the Official Records Book 03087, Pages 1603 through and including 1605, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated April 17, 1996, recorded in Official Records Book 03087, pages 1606 through and including 1608, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 3121 Fairwood Court, Winter Park, Florida 32792, the legal description and parcel identification for which are as follows:

Lot 73, VILLAS OF CASSELBERRY PHASE TWO, according to the plat thereof as recorded in Plat Book 25, Pages 19 to 21, Public Records of Seminole County, Florida

(Parcel Identification: 34-21-30-530-0000-0730)

(the "Property,") were made by Denise Juan, a single person, the owner ("Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771.

WHEREAS, said Mortgage, Note and Agreement granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within ten (10) years of the date of the Mortgage and Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owner did maintain the Property as her residence for at least five (5) years from the date of the Mortgage, the Note and the Agreement, thus qualifying for forgiveness of the Mortgage and the Note under current United States Department of Housing and Urban Development ("HUD") policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage, Note and the Agreement;

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note and Agreement.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage and Note and every part thereof and all terms of the Agreement. Accordingly, Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

0

IN WITNESS WHEREOF, be executed this day of	Seminole County has caused these presents to
ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
	Bv:
MARYANNE MORSE Clerk to the Board of	By:
County Commissioners of Seminole County, Florida.	Date:
For the use and reliance of Seminole County only. Approved as to form and legal sufficiency.	As authorized for execution by the Board of County Commissioners at their regular Meeting of, 2004.
County Attorney	

33/41.50

MARYANNE MORSE CLERK OF CIRCUIT COURT SEMINOLE COUNTY. FL. RECORDED & VERIFIED

853847

96 JUN 14 PM (= 09

Seminole County Homeownership Assistance Program



Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered int	o the		
day of 199_6 by and between Denise Juan.	a singl	e nerson	n
andn/a hereinafter referred to the "Mortoagor" and Ser	ninole	- 6-1001	, ,
County, a political subdivision of the State of Florida, whose address is 1101 Eas	t First		,
Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."	్టు		
,	s c	00.2 	2 2 2
(Whenever used herein the terms of "Mortgagor" and "Mortgagee"	₩ ~	Sept.	
include all parties to this instrument, the heirs, legal representatives	187		,
and assigns of individuals and the successors and assigns of		FAN Dar	
corporations; and the term "note" include in all the notes herein	Ş	P7	4
described if more than one exists.)	<u> </u>	ي پرو	:
•	* CO	Š.	:
WITHECCETH that for good and subsolit and its in	-	3.74	

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$\sum_{3.200.00}\)), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

X

A valid purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by and Return To:
Elaine L. Barlow, SHIP Program Coor.
Seminole County Chamber of Commerce
4590 South Highway 17-92
Casselberry, Fl 32707

(C PHAKANUAUINTRO)

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ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the contain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second on Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, on determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either, to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the fallure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Fallure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

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Seminole County Homeownership Assistance Program



Should the land remain owner-occupied and not be rented, leased or subleased for (check applicable) ten (10) years, twenty (20) years or thirty (30) years (if used in conjunction with FHA financing), then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS LESS THAN TEN (10) YEARS, TWENTY (20) YEARS OR X THIRTY (30) YEARS AFTER EXECUTION OF THIS INSTRUMENT. Mortgager shall repay the loan amount of Thirty Two Hundred and 00/100-dollars (\$ 3,200.00) to Mortgagee full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default. This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgagee.	BOOK PAGE
IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written. Print Name: ELIZABETH M. WATHEN Print Name: Denise Juan	Topy to
Print Name: LINDA WALLER Print Name:	
Print Name:	1 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
Print Name;	
(C FRANKALDATRO) 22568	ļ

Seminole County Homeownership Assistance Program



STATE	OF I	FLO	RIDA	4
COUNT	YO	FSE	EMIN	OLE

I HEREBY CERTIFY that on this 24th day of May 19 before me, an officer duly authorized in the State aforesald and in the County afore to take acknowledgments, personally appeared DENISE JUAN	said	
and . MUO executed the loradowing mandiferr and t	who	<u></u>
acknowledge before me that he/she/they executed the same and are personally known to me or have produced DRIVER LICENSES as identification and who	ngic	
to me or have produced DRIVER LICENSES as identification and who	맹/	Scotte,
did not take an oath.	877	
WITNESS my hand and official seal in the County and State last aforesaid.	8	Chance

Name: PLIZABETH M. WATHEN

Notary Public Serial Number

Commission Expires:

ELIZADETH M WATHEN NY COTTENBER DC. 22, 1990 Expires Apr. 22, 1990 Donded by HAI 900-422-1865

Seminsle County Homeownership Assistance Program



EXHIBIT "A"

LEGAL DESCRIPTION

Lot 73, VILLAS OF CASSELBERRY PHASE TWO, according to the plat thereof recorded in Plat Book 25, Page 19-21, of the Public Records of Seminole County, Florida,

BOOK PAGE PAGE SEMBOLE CO. FL.

(C FRIMANUALUNTRO)

2/12/95

Seminole County Homeownership Assistance Program



EXHIBIT "B"

Seminole County Homeownerskip Assistance Program



THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by and Return To: Elaine L. Barlow, SHIP Program Coor-Seminole County Chamber of Commerce 4590 South Highway 17-92 Casselberry, Fl 32707

- The sale, transfer or refinancing of the subject home and real property, within ten (10), twenty (20) or thirty (30) years (as applicable) of execution of this Note, by maker or maker's successors.
- 2. Leasing or renting of the property within ten (10), twenty (20) or thirty (30) years of the date of execution of the Note and Second Mortgage.
- The destruction or abandonment of the home on the subject property by maker or maker's successors.
- 4. Failure to pay applicable property taxes on subject property and improvements.
- 5. Fallure to maintain adequate hazard Insurance on subject property and improvements.
- 6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
- Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

(C FRIMANUALIINTRO)

3/12/90

Seminole County Homeownership Assistance Program



Each person liable hereon whether maker or enforcer, hereby waives persentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

these presents the day and year first about the control of the day and year first about the control of the cont	ove written. Dung fram	ı sealed
Print Name: ELIZABETH M. WATHEN	Print Name: Denise Juan 3121 FAIRWOOD COI WINTER PARK, FLOI	SIDA 327
Print Name: LINDA WALLER	Print Name:	SEMMOLE CO. FI
Print Name:		
Print Name:		ω,
STATE OF FLORIDA COUNTY OF SEMINOLE		*00 F
before me, an officer duly authorized in the take acknowledgments, personally a and where before me that he/she/they	anneared DENISt JUAN	foresaid
to me or have produced briver liver did not take an oath.	as idelifyidation and A	vho did/
WITNESS my hand and official seal in	Olya Odera (Arti) Click	S. Car
AT THE WAS TO STAND THE STAND OF THE STAND STANDS AND STANDS APP. 22, 1908	Name: ELIZABETH M. WATHEN Notary Public Serial Number Commission Expires:	
(G FRANNIALIINTRO)		J1246

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RECORDED

COUNTY, F

16:41

SEMINOLE COUNTY HOME PROGRAM HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

Applicant(s): Denise Juan	그 를_
Property Address: 3121 Fairwood Ct.	
Winter Park, F1 32792 This Agreement is entered into this 17th day of April 1996 by and betygens Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Streets	I R O
Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Streets Sanford, Florida, 32771 (hereinafter "COUNT") and Benise Juan (hereinafter "HOMEBUYER").	그 즉 77

WITNESSETH:

USE OF HOME FUNDS

WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1990, as amended, through the U.S. Department of Housing and Urban Development (hereinafter "HUD"), to be expended in accordance with HOME Investment Partnership Acts (42 U.S.C. 12701 et seq), as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Reform Act of 1994; and

.... WHEREAS, the COUNTY has agreed to use HOME funds to assist qualified homebuyers with downpayment, closing costs, and/or interest rate buy down assistance through its subrecipient organization hereby known as Greater Seminole County Chamber of Commerce and meet the requirements as set forth in 24 CFR Part 92 as amended or walvad by HUD.

AFFORDABILITY

The property which is the subject of this Agreement shall remain affordable in accordance with COUNTY guidelines for a term as specified in a second mortgage note and deed which shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not-limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor

3. REPAYMENTS

The COUNTY shall provide a Deferred Payment Loan in an amount up to § 3,000.00 the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS

Not applicable as the HOMEBUYER is not a subrecipient or state recipient.

5. PROJECT REQUIREMENT

The COUNTY and the HOMEBUYER agree to comply with HOME regulations as set forth in 24 CFR Part 92 Subpart F, as follows:

- (a) The HOMEBUYER(s) have certified that the property shall be his/her/their principal residence and that, at the time of application and approval, his/her/their annual income does not exceed eighly percent (80%) of the median income for the area, as determined by HUD, with adjustments for family size.
- (b) The property is located within the geographical areas of Seminole County, Florida and has an after rehabilitation or construction appraised value equal to or less than ninety-five percent (95%) (90% when used with SHIP funds) of the median sales price of the area. The COUNTY through, <u>Greater Seminola County Chamber of Commerce</u>, has reviewed the household income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for

The HOMEBUYER shall maintain the property, including payment of property taxes and homeowners Insurance, during the term of affordability.

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RFP232

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A. HOUSING AND QUALITY STANDARDS

The property at the time of initial occupancy by the HOMEBUYER shall meet Section 8 Housing Quality Standards (HQS) and the local building codes and regulations of the COUNTY. The COUNTY has inspected the property and has determined the project eligible for funding.

7. OTHER PROGRAM REQUIREMENTS

The Homeowner shall comply with all applicable Federal laws and regulations as described in HUD guidelines at 24 CFR Part 92 Subpart H. The regulations are provided below. Applicable regulations are

a)	Equal opportunity and fair housing	☐ Applicable	E Not Applicable (one unit)	0	6
(د	Environmental review	☐ Applicable	Mot Applicable	00	35
>)				~	7=
	☐ Not Applicable (activity funded is downpayment, closing cost or interest rate buy-down assistance on a newly constructed unit; therefore no displacement, relocation and acquisition occurred pursuant to Federal rules).				540 540 518 518
	Applicable (Activity is downpayment, closing cost or interest rate buy-down assistance for the purchase of an existing unit. Appropriate notices have been issued. Certification has been applicable to the purphy was not contribed by a togget and that the purphy was not contribed by a togget and that the purphy was not contribed by a togget and that the purphy was not contribed by a togget and that the purphy was not contribed by a togget and that the purphy has				FR.

been voluntarily displaced by choice. d) · Lead paint

> Applicable (Home built prior to 1978, Lead-based paint notice has been provided and unit evaluated for lead-based paint existence,) 1 1 2 4 4

1.14. 1. pl 1 = "k

Not Applicable (Unit built during or after 1978.)

- e) Conflict of Interest no conflict found
- Disbarment and suspension not applicable
- Flood insurance
- Executive Order 12372 not applicable.
- AFFIRMATIVE MARKETING

Not applicable due to the nature of the activity (HOMEBUYER program).

CONDITIONS FOR RELIGIOUS ORGANIZATION

Not applicable due to the nature of the activity (HOMEBUYER program).

10. REQUESTS FOR DISBURSEMENT OF FUNDS

The HOMEBUYER agrees that the funds shall only be used to subsidize a private loan to lower the borrower's monthly housing costs (Principal, Interest, Taxes and Insurance (PITI)) and to pay closing costs and part of the downpayment amount, if necessary. The HOME funds shall be disbursed by the COUNTY at the time of loan closing.

Should rehabilitation be included in the HOME assistance, the HOMEBUYER agrees that any work performed by a contractor in accordance with this Agreement shall be performed pursuant to a written contract in the form required by the COUNTY. Further, the unit shall be inspected by the COUNTY for compliance with COUNTY housing and other local codes and regulations.

Ownership assistance funds shall not be disbursed prior to completion of work and acceptance of the same by the COUNTY.

REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

RECORDS AND REPORTS

The COUNTY and HOMEBUYER shall complete all reports and maintain documentation, as applicable in accordance with 24 CFR Part 92 and Florida Statutes for a period of three (3) years from the and of the affordability term.

En:wnanual/homepigm

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The COUNTY and HOMEBUYER shall complete all reports and maintain documentation, as applicable in accordance with 24 CFR Part 92 and Florida Statutes for a period of three (3) years from the end of the affordability term.

ENFORCEMENT OF THE AGREEMENT

The loan shall be evidenced by a Promissory Note and secured by a Mortgage on the property. Fallure by the HOMEBUYER to comply with the terms of this Agreement and the loan documents shall be considered a default and appropriate legal action taken.

DURATION OF THE AGREEMENT

This Agreement shall be in effect until the first of the following events occurs: (1) borrower setis, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrow no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies, or for a period of ______ten(10) _____ twenty (20) or X thirty (30) years, as applicable.

OTHER PROVISIONS

Neither party hereto shall discriminate against any person or group of persons on account of race. sex, creed, color or national origin in the performance of this Agreement.

Nothing contained in this Agreement, or any act of the COUNTY of the HOMEBUYER shall $\widetilde{\mathbb{A}^3}$

deemed or construed by any of the parties hereto, operty beneficiary, principal or agent, ilmited or genericationship involving the COUNTY. WITNESS WITNESSES	or third persons to create any relationship of the ral partnership, joint venture or any association of the seminote country, FLORIDA RON H. RABUN, County Manager	1 000	200
Elaine J. Harlows	Date: 57/5/50 HOMEBUYER X VIII Juan Date: X 4/17/96	en e	
STATE OF FLORIDA) COUNTY OF SEMINOLE) The foregoing instrument was acknowledged 189 6, by Demis Over produced F1. drunds lund	before me this day of	2.0	

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Print Name Sally W. Arce-Meine che

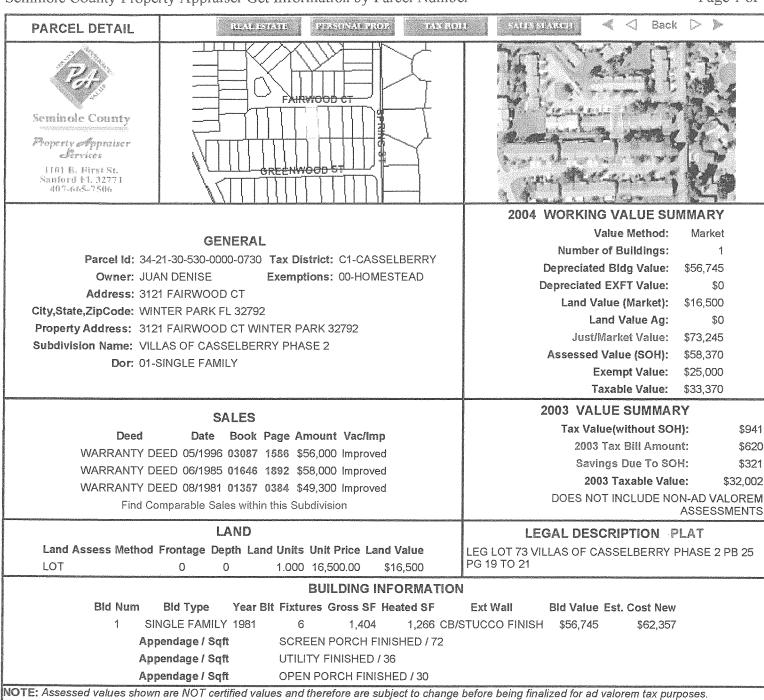
Notary Public in and for the County and State Aforementioned.

My commission expires: 12-15-91

Sally S: arce-meinecke

Fn:\menual\homopram

5/22/95



** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.

PROPERTY APPRAISER THAT IS ERNINGER This Instrument prepared by: Arnold W. Schneider, Esq. County Attorney's Office 1101 East First Street Sanford, Florida 32771

Please return it to: Community Development Office Seminole County Government 1101 East First Street Sanford, Fl 32771

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Second Mortgage (the "Mortgage") dated July 30, 1999, and recorded in Official Records Book 03699, Pages 1706 through and including 1710, Public Records of Seminole County, Florida, and a SHIP Second Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00) (the "Note"), dated July 30, 1999, and recorded in the Official Records Book 03699, Pages 1711 through and including 1713, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated July 9, 1999, recorded in Official Records Book 03699, pages 1714 through and including 1716, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 120 E. 1st Street, Chuluota, Florida 32766, the legal description and parcel identification for which are as follows:

Lot 6, Block 14, NORTH CHULUOTA, according to the Plat thereof recorded in Plat Book 2, Pages 54 through 58 as recorded in the Public Records of Seminole County, Florida.

and also described in Exhibit "A" to the Mortgage as follows:

Lot 6, Block 14, TOWNSITE OF NORTH CHULUOTA, according to the Plat recorded in Plat Book 2, Pages 54-58 as recorded in the Public Records of Seminole County, Florida.

Parcel Identification: 21-21-32-5CF-1400-0060

(the "Property,") were made by Daniel and Rhonda Bowling, husband and wife, the owners ("Owners") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage, Note and Agreement granted to Seminole County a certain interest in the Property should the Owners transfer title, sell or in any manner cease to occupy the Property as their

primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owner has refinanced the Property within the ten (10) year period; and

WHEREAS, the Owner has paid to Seminole County the amounts due and owing under the Mortgage and Note of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00); and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note as well as the restrictive covenants under the Agreement;

NOW THEREFORE, in consideration of the foregoing recitals and payment of the THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about November 25, 2003 pursuant to the terms of the Mortgage, Note and Agreement, Seminole County does hereby acknowledge full and complete satisfaction of said instruments.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, the Note and all covenants under the Agreement and every part thereof. Accordingly, Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole be executed this day of	e County has caused these presents to
ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
MARYANNE MORSE Clerk to the Board of County Commissioners of Seminole County, Florida.	By: DARYL G. MCLAIN, Chairman Date:
For the use and reliance of Seminole County only. Approved as to form and legal sufficiency.	As authorized for execution by the Board of County Commissioners at their regular Meeting of, 2004.

County Attorney

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CASSELBERRY BRANCH APPLICATION NO.

TITLE COMPANY ESCROW ACCOUNT

SunTrust Bank, Northwest Georgia, N.A.

File: 03-1781

489 STATE ROAD 436, SUITE 109 CASSELBERRY, FL 32707

DATE

11/25/03 09053096

3500 DOLLARS & 00 Cents

\$\$**3,500.00 VOID AFTER-90 DAYS

TO THE ORDER OF

SEMINOLE COUNTY COMMUNITY DEVELOPMENT OFFICE-SHIP

1101 EAST 1st STREET, SUITE 3301

WF

SANFORD, FL 32771

""09053096" ::O61100790::6215215850924"

Payee: SEMINOLE COUNTY COMMUNITY DEVELOPMENT OFFICE~SHIP PAYOFF; 1101 EAST 1st STREET, SUI;

SANFORD,

Check Date: 11/25/03 Description Amount: \$**3,500.00

Check No.: 053096

Order Number: 03-1781

Total 3,500.00

Hud 505

Payoff of second mortgage loan Property Address: 120 E 1ST STREET CHULUOTA FL 32766

Seller: DANIEL BOWLING and RHONDA BOWLING

Buyer: JOHN F. CASSIDY III and KIMBERLY S. CASSIDY

4117 BENTY Seminole County Homeownership

Assistance Program Prepared by and return to: FIRST SOUTHWESTERN TITLE CO Second Mortgage Deed

1965 RED BUG LAKE RD. #221 WINTER SPRINGS.FL.32708

THIS SECOND MORTGAGE DEED is hereby made and entered into the 199 9 by and between Daniel L. & Rhonds K. Bow Rg. husband and wife, hereinafter referred to the "Mortgagor" and Seminole County, and political subdivision of the State of Florida, whose address is 1101 East First Street. Senford, Florida 32771, hereinafter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mortgager" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and easigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even dateherawith (\$3,500.00), hereinafter described, the Mortgagor hereby grants, bargains sells, allens, premises, conveys and confirms unto the Mortgages all the certain land of sens, allens, promises, porveys and committee possession situated in Seminole County, which the Morigagor is now selzed and in possession situated in Seminole County. Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditements and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgages, in fee simple.

AND the Mortgagor covenants with the Mortgagos that the Mortgagor is indefeasible seized of said land in fee simple; that the Mortgagor has good right and lawful authority. to convey said land as aforesaid; that the Mortgagor will make such further assurances. to perfect the fee simple litle to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the little to said land and will defend. the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagea.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND COGUMENTARY STAMP EXCISE TAX. ON DOCUMENTS PURBUANT TO SECTIONS 420.513(1) AND (98.185(1)(0), ELDBIDA STATITES TO SECTIONS 4

This instrument was prepared by: AFTER RECORDING RETURN TO: 8.H.J.P. HOMEOWNERSHIP ASSISTANCE PROGRAM.= ATTN: OHERI WIGHT 4800 8, HWY 17-92 CASSEL BERRY, FL

1 of 5

11/01/66

FTONINGS



ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or illen foractosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the proceeding shall be one basis authorizing the Mortgages to declare a default. In the proceeding shall be one basis authorizing the Mortgages to declare a default. In the proceeding shall be one basis authorizing the Mortgages to declare a default. In the proceeding shall be one basis authorizing the Mortgages to declare a default. In the proceeding shall be one basis authorizing the Mortgages to declare a default. In the proceeding shall be one basis authorizing the Mortgages to declare a default.

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgages be certain Second Mortgage Not hereinafter substantially copied or identified, to wit;

SEE EXHIBIT 'B' ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall caase, determine and be null and void.

AND the Morigagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the laxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said properly to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mongages because of the failure of the Mortgagor to promptly and fully comply with the agreements, etipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, etipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor falls to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without walving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

if each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, compiled with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgages, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Fallure by the Mortgages to exercise any of the rights or options herain provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accruad or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit *B* no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

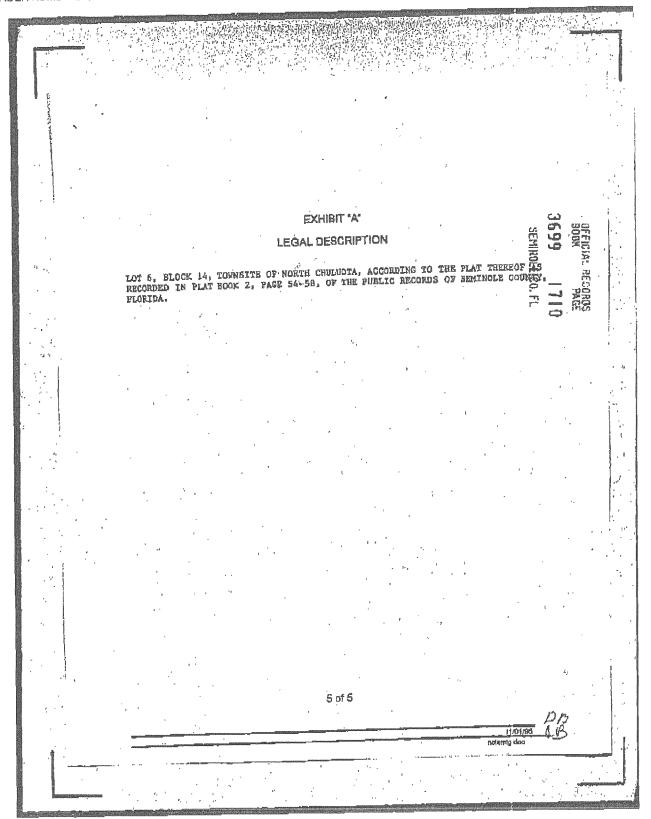
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Should the land remain owner-occupied and not be rented, leased or subleased for ten (10) years then this Second Mortgage shell be forgiven in full and a release filed in the public records of Saminote County, Florida. Should the aforementioned provision be violated, a defeut shell be degized, and the entite amount shall be immediately due and payable. THE FULL ANDUNT OF THE SECOND MORTGAGE SHALL BE DUE and payable. THE FULL ANDUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCUPIED. IN LESS THAN TEN (10) YEARS. Mortgage rhell repay the lean amount of Three available forgiveness are provided in the recepture provisions of the Federal regulations in effect at the time of defectil. In the event of a foreclosure or a dead in Ileu of foreclosure of the First Mortgage's of any provision herain restricting the use of the Property or restricting the Mortgage's of any provision herain restricting the use of the Property or particularly the Mortgage's or an elected entitle or person to the Mortgage, readying the to the Property through a foreclosure or tendent in the Mortgage, readying the to the Property through a foreclosure or the Mortgage, readying the to the Property through a foreclosure of the First Mortgage holder a captive situation to the Property pursuant to a deed in lieu of foreclosure, the lien of his Second Mortgage shall automatically terminate upon the First Mortgage holder a sculptishing of this. This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgager has here unto algred and sealed insens present; the day and year first above written. Print Name:			: .
public records of Seminote County, Florids. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FILL AMOUNT OF THE SEOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS. Montpager shall prepay the loan amount of Thrighey Thousands They Hundrad Dottars and 0x1400(\$3,580.06) to Mortgage in full, less egy of available forgiveneds as provided in the recapture provisions of the Federal regulations in effoct at the time of default. In the event of a foreclosure or a dead in tieu of foreclosure of the First Mortgage in effoct at the time of default. In the event of a foreclosure or a dead in tieu of foreclosure of the First Mortgage and pyroxision herein restricting the use of the Property or restricting the Mortagage shall the property entil here no further force or effect on subsequent owners or a purchasers of the Property. Any potson, including his successors or assigns and excluding his Mortgage or a related entility or person to the Mortgager, receiving title to the Property through a foreclosure or dead in lieu of foreclosure of the First Mortgage shall receive title to the Property fees and clear from such restrictions. Further, if the First Mortgage holder's acquires title to the Property pursuant to a dead in lieu of foreclosure, in lieu of foreclosure, and lieu of foreclosure or dead in lieu of foreclosure and lieu of foreclosure or acquires title to the Property free and clear from such restrictions. Further, if the First Mortgage holder's acquires title to the Property free and clear from such restrictions. Further, if the First Mortgage and lieu of foreclosure, and lieu of foreclosure, and lieu of foreclosure or acquires title to the Property free and clear from such restrictions. Further, if the First Mortgage holder's acquires title to the Property free and lieu of foreclosure or the first Mortgage on the lieu of the first Mortgage and lieu of			
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Seminole County Homeownership

Assistance Program

SECOND MORTGAGE NOTE
AMOUNT: \$3,500,00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the Sate Fiorida, or order, the manner hereinafter specified, the sum of Three Thousand Five Whundred Dollars & 00/100 (\$3,500,00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- .. A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
 - B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven ten (10) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinenced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.
 - C. If the property is sold, leased, transferred or refinenced prior to ten(10) years after the purchase, the full payment shall be due on sale, lease, transfer or refinencing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Morigage Deed of even date on the following described property.

SEE EXHIBIT 'A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

1 of 3

1 | /01/95 netwnia,doa ORDER NUMBER: 03-1781 IMAGE NAME: 1 PAGE: 1 OF 34

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:

AFTER RECORDING RETURN TO:

9.H.LP. HOMEOWNERHALP

ASSISTANCE PROGRAM
ATTN: CHER! WIGHT

4390 S. US HWY 1

CASSELGERRY, FL. \$2707

3699 17

S

- The sale, transfer or refinancing of the subject home and real property, within ten (10) years of execution of this Note, by maker or maker's successors.
- Leasing or renting of the property within ten (10) years of the date of execution of the Note and Second Mortgage.
- The destruction or abandonment of the home on the subject property by maker or maker's successors.
- 4. Fallure to pay applicable property taxes on subject property and improvements.
- Fallure to meintelin adequate hazard insurance on subject properly and improvements.
- Fellure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
- Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full Immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

2 of 3

11/01/06 PA

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	Palanguage Control of the Control of
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the	Each person liable hereon whether maker or enforcer, hereby walves personiment,
	protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether sult be brought or not, if, after maturity of this Note
	or default hereunder, or under seld Mortgege, counsel shall be employed to collect this
	Note or to protect the security of said Mortgage.
	late
	Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.
	in the event of foreclosure, County reserves the right of first refuse) on the property.
ř	IN WITNESS WHEREOF, the said Mangagor has hereunto signed and seeled 43
	these presents the day and year first above written.
*	My 1014 - Parting & 6 27
	Print Name: Chely L. Hamiles Aprint Name: Daniel L. Bowling
*	\$ 120 E. Firer St. Chilacte & Clic
•	Control of the second of the s
	Print Name: Rhonda K. Bowling
	Translaticar (Skough Balling
	Print Name: Priencia Crar
. 4	Print Name:
	Rhanda Bruling
*	Chant Bloomy
	Print Name:
	STATE OF FLORIDA
	county of seminole
¢.	I HEREBY CERTIFY that on this 30th day of 10th 1999
*	before me, an officer duty suthorized in the Biete eforeseld and in the County storeseld
,	to take ecknowledgments, peregnelly appeared <u>Darize is founded</u> . And Rhonda K rowling Museard and Wiffig executed the foregoing instrument and who
•	ecknowledge before me that he/she/they executed the same and are personally known
t .	to me or have produced A CURERUT DRIVERS LICENSE as Identification and who did!
	did not take an cafn.
j *	WITNESS my hand and official seal in the County and Siglip lest aforesaid.
B e	XXXXXX
1	OFFICE PARTY REAL PROPERTY Public Sky My Frant Lotz
	MOTALY PLACE DATE OF ROOM Social Number
(MOTARY PUBLIC STATE OF ECERAL Seriel Number Commission In Commission Expires:
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diameter .	Resemble than
(Carriele Course)	

SEMINOLE.

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SEMINOLE COUNTY
HOME PROGRAM
HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

Applicant(s): DANIEL L. & RHONDA K. BOWLING

Property Address: 120 E. FIRST STREET, CHULUOTA, FL \$2766

This Agreement is entered into this <u>9TH</u> day of <u>JULY</u>, 19.99 by and between Septinole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford Florida, 32771 (hereinefter "COUNTY") and <u>DANIEL I. & RHONDA K. BOWLING, HUSBAND & WIFE</u> (hereinefter "HOMEBUYER").

WITNESSETH:

1. USE OF HOME FUNDS

WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1990, as amended, through the U.S. Department of Housing and Urban Development (hereinafter HUD"), to be expended in accordance with HOME Investment Partnership Acts (42 U.S.C. 12701 et seq), as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Reform Act of 1994; and

WHEREAS, the COUNTY has agreed to use HOME funds to assist qualified homebuyers with downpayment, closing costs, and/or interest rate buy-down assistance through its subracipient organization hereby known as Greater Seminole County Chamber of Commerce and meet the requirements as set forth in 24 CFR Part 92 as amended or waived by HUD.

2 AFFORDABILITY

The properly which is the subject of this Agreement shall remain alfordable in accordance with COUNTY quidelines for a term as specified in a second mortgage note and deed which shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted until (by, Including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies,

3. REPAYMENTS

The COUNTY shall provide a Deferred Payment Loan in an amount up to \$3,500.00 at 0% until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no lininger occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS

Not applicable as the HOMEBUYER is not a subrecipient or state recipient.

5. PROJECT REQUIREMENT

The COUNTY and the HOMEBUYER agree to comply with HOME regulations as set forth in 24 CFR == Part 92 Subpert F, as follows:

- (a) The HOMEBUYER(s) have certified that the property shall be his/her/their principal residence of and that, at the time of application and approval, his/her/their annual income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD, with adjustments for family size.
- (b) The property is located within the geographical areas of Seminole County, Fierda and has an after rehabilitation or construction appraised value equal to or less than ninety-five, percant (95%) (90% when used with SHIP funds) of the median sales price of the area. The COUNTY through, Greater Seminole County Chamber of Commerce, has reviewed the household income and property value requirements in accordance with the HOME Program requirements and determined the project eligible

The HOMEBUYER shall maintain the property, including payment of property taxes and homeowners insurance, during the term of affordability.

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7/19/99

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The property at the time of Initial occupancy by the HOMEBUYER shall meet Section 8 Housing Quality Standards (HQS) and the local building codes and regulations of the COUNTY. The COUNTY has inspected the property and has determined the project eligible for funding.

7. OTHER PROGRAM REQUIREMENTS

The Homeowner shall comply with all applicable Federal laws and regulations as described in HUD guidelines at 24 CFR Part 92 Subpart H. The regulations are provided below. Applicable regulations are so noted.

8]	Eddel obbounter A sun ran unasura	T whhieranin	C) tent whitemen (pure print)	
)	Environmental review	☐ Applicable	Not Applicable	
:)	Displacement, relocation and acquisit	lon		Ç.,
J	Not Applicable (activity funded is assistance on a newly constructed unoccurred pursuant to Federal rules).	nil; therefore no	closing cost or interest rate displacement, relocation and	acquisition acquisition

Applicable (Activity is downpayment, closing cost or interest rate buy-down assistance for the purchase of an existing unit. Appropriate notices have been issued. Certification has been provided/executed ensuring that property was not occupied by a tenant and that the owner has been voluntarily displaced by choice.

d) Lead paint

Applicable (Home Built prior to 1978. Lead-based paint notice has been provided and unit evaluated for lead-based paint existence.)

Not Applicable (Unit built during or after 1978.)

- e) Conflict of Interest no conflict found
- n Disbarment and suspension not applicable
- a) Flood Insurance
- h) Executive Order 12372 not applicable.
- 8. AFFIRMATIVE MARKETING

Not applicable due to the nature of the activity (HOMESUYER program).

9. CONDITIONS FOR RELIGIOUS ORGANIZATION

Not applicable due to the nature of the activity (HOMEBUYER program).

10. REQUESTS FOR DISBURSEMENT OF FUNDS

The HOMEBUYER agrees that the funds shall only be used to subsidize a private toan to lower the borrower's monthly housing costs (Principal, Interest, Taxes and Insurance (PITI)) and to pay closing costs and part of the downpayment amount, if necessary. The HOME funds shall be disbursed by the COUNTY at the time of loan closing.

Should rehabilitation be included in the HOME assistance, the HOMEBUYER agrees that any work performed by a contractor in accordance with this Agreement shall be performed pursuant to a written contract in the form required by the COUNTY. Further, the unit shall be inspected by the COUNTY for compliance with COUNTY housing and other local codes and regulations.

Ownership assistence funds shall not be disbursed prior to completion of work and acceptance of the same by the COUNTY.

1. REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient

2. RECORDS AND REPORTS

The COUNTY and HOMEBUYER shall complete all reports and maintain documentation, as applicable in accordance with 24 CFR Part 92 and Flunda Statutes for a period of three (3) years from the end of the affordability term.

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7/19/99

RECORDS AND REPORTS

The COUNTY and HOMEBUYER shall complete all reports and maintain documentation, as applicable in exceptance with 24 CFR Pers 92 and Piorida Statutes for a period of three (3) years from the end of the affordability win.

ENFORCEMENT OF THE AGREEMENT

The losa shall be evidenced by a Promissory Note and secured by a Mortgage on the property. Failure by the HOMEBUYER to comply with the terms of this Agreement and the loss discusses shall be the by the HOMERUYER to comply with the ferms of this Agreement and the final and appropriate legal action taken.

DURATION OF THE AGREEMENT

This Agreement shall be in effect until the first of the following events occurs: (1) borrower stells. considered a default and appropriate legal action taken.

transfers or disposes of the assisted unit (by, including but eat limited to, sale, transfer, bankrupicy of foreclosure); (2) the bostow no longer occupies the talk as his principal residence; or (3) the bostower. dies, or if a married couple, the survivor dies, or for a period of ten 10 years.

OTHER PROVISIONS

Neither party betwo shall discriminate against any person or group of persons on account of race. sen, eterd, color or rational origin in the performance of this Agreement.

Nothing contained in this Agreement, or any act of the COUNTY or the HOMEDUYER than be deemed or construct by any of the parties between or third persons to create any relationship of third party beceficiary. Brincipal or agent, therefore or general partnership, local venture or any association or relationship involving the COUNTY.

	Men mar
withes:	D. Kevin Grace, County Manager
Mruan 731	Falle: 7-9-99
WITNESSES AS TO HOMEBUYER(S):	PK HOWEBUYER
Mary Wantaris K	1 Daniel Bewalery
Mury Huntzaris	Rhanda Bouling
	of Date
wataby as to equalityer(s):	

SEATHOLE COUNTY, FLORIDA

STATE OF FLORIDA COUNTY OP SEWINDIE

The foregoing increment was neighboriesed before on this by Daniel + Phonda who is personally known to mic or who has produced doing liters? as identification

Prior Name

Notary Public in said for the County and State Afterementioned.

My complaine emises:

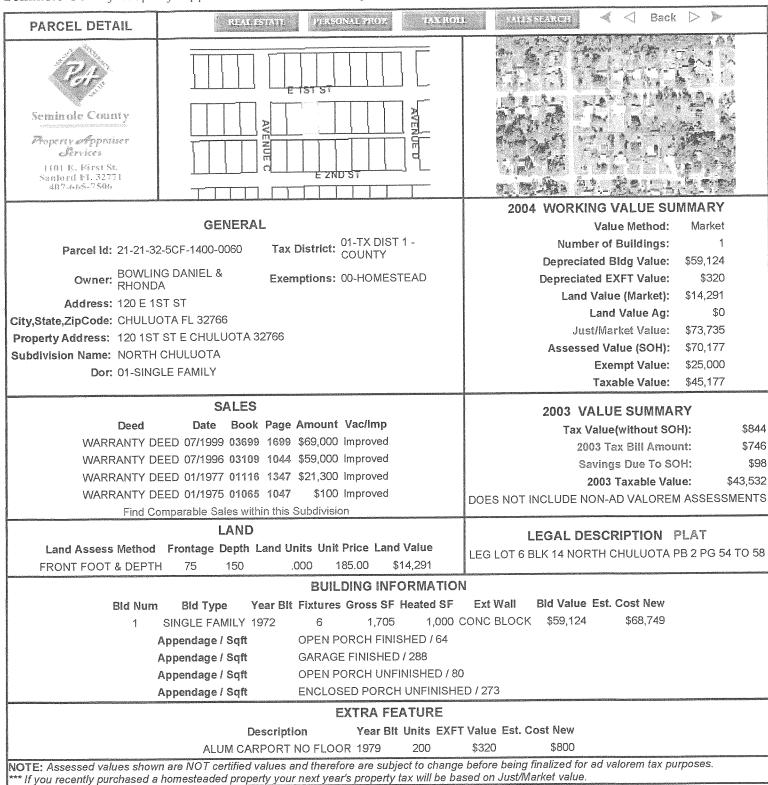
Protestal/bosspren

Lidel Geren Wy Corkins Esp. 10/4/2002 No. CC 180449

Document Prepared By and Return To: AFTER RECORDING

S.H.LP. Home Opmorals Assistance Program c/o The Greater Seminate County Charber of Commerce 4500 Borth Highway 17-62 Cessionry, FL 52707

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BACK PROPERTY APPRAISER CONTACT
HOME PAGE